Chief Justice ALLEN delivered his decision, overruling the demurrer taken to the amended Bill, as follows : It sppears by the Bill that Kalaimoku entered into an agreement with the respondent in which he assigned to him, his heirs, executors, administrators and assigns half of the wharf called the King's wharf, situate in Honclulu, and that said respondent for himself, his heirs. executors, administrators and assigns, agreed to pay half of all expenses incurred in altering, repairing and improving said wharf, and to pay Kalaimoku, his heirs. executors, administrators and assigns one half of all the moneys received for the use of said wharf and premises, and said Kalaimoku agreed to pay half of all the expenses incurred in altering, repairing and

improving said wharf. The agreement bears date January 11, 1827. Said respondent, in pursuance of said agreement, entered upon the premises, and has continued to occupy them till the day of filing the Bill. And the Bill further alleges that the respondent presented to the Board made, (the said) respondent having set forth that he the respondent. was deprived of a portion of the land supposed to be included in the agreement referred to; and His Excellency Mataio Kekuanaoa, at that time acting for the heir of Kalaimoku, having agreed to add to the portion described thereafter as Part 1st, that described as Part 2d: "We accordingly confirm the claimant James Robinson, his heirs, executors, administrators and assigns, in the same rights and privileges in the lot

commonly called the Point,' and now including the additional piece under part No. 2, as they are both designated in the surveys of T. Metcalf, as set forth in the award, as were granted in the original c-nveyance, and given in full in this award, and subject at the same contained-the whole instrument, as quoted, being pre-ent claim, and correctly described in surveys of

It is further alleged in said bill, that said Kalaimoku deceased, about October, in the year 1827, leaving as his sole heir his son Leleiohoku, who inherited the property described in the agreement, and was acknow-ledged to be the heir of Kalaimoku by the King, and was treated and considered as the inheritor of the above described property, by the said respondent; that the said Leleioho u was lawfully married to said complainant, and deceased intestate in the year 1848, leaving his son John Pitt Kinau, the son of complainant, his only heir, who thereupon became entitled to the property thereinbefore described; and there had been allotted to complainant, as her dower, or a portion thereof, the Lot described in Part 2d, of said survey of T. Metcalf, and who held possession thereof from her said husband's decease, until the arrangement made as set forth in 1851, by the record of the Land Commission; and that said John Pitt Kinau deceased, in the year 1859, being still a minor, that complainant, his mother, was his only lawful heir, and become entitled to his entire property, and is the inheritor of the property

The complainant avers that there has been no settlement, as she verily believes, or account rendered, although she admits that small sums have from time to time been paid and that a large sum is now due.

To this bill there is a general demurrer-1st, on the ground that there were not at the time of the death fof Kalaimoku, any inheritable estates in the kingdom, and therefore his son Leleiohoku could not have inherited the estate in question.

2d. The title to land in this Kingdom is founded upon a Land Commission Award, a Royal Patent, or the Mahele (division) Book of 1848. It appears by the bill that Leleiohoku was the son

and only heir of Kalaimoku, and that he inherited the lots, and all their property. It is expressly declared property, and was acknowledged to be the heir of kalaimoku by the King, and was treated and considered as the inheritor of the property in question, by nized. But the laws of 1839 and 1840 were not rethe respondent him-elf. It appears further, that Le garded as an adequate protection, and it was found leichoku was lawfully murried to the complainant, and necessary to adopt a new system for protecting rights that he died intestate in the year 1848, and leaving his when ascertained, and to accomplish this object the son John Pitt Kinau, the son of the complainant, his Land Commission was formed. "The whole power of only heir, who therefore became entitled to the property | the King to confer and convey lands to which private

And it is further averred by the bill, that John Pitt Kinsu deceased, in the year 1859, being still a minor, tory right as an individual participant in the ownerand that the complainant, his mother, was his own ship. lawful heir, and became entitled to his entire property, and is the inheritor of the property referred to.

It appears further, on the application of the respondent, that the rights of the parties under the contract were recognized and confirmed by the Land Commission in 1851, at which time a separate piece of land, called Lot No 2 in the survey, was recognized as included in the contract, in lieu of a portion of the King's wharf, which had been taken possession of by the Go-

But it is said there was no law of inheritance at that time. I am of opinion that there was a common law perfectly good until such an event. Therefore, by the bill, the title in Leleiohoku was complete. I suppose that an inheritance recognized by the King.

upon the theory of the counsel for the respondent. As to a right of inheritance at that time, the agree ment itself recognizes it. The respondent admits by his agreement, that there was at that time a right of inheritance, and it is averred he held under Leleiohoko till his death, and he recognizes again the heirship of

Kinau, the son of Leleiohoku, and his rightful heir. The respondent admits by the demurrer the agree ment, and the occupancy; and that he made a claim before the Land Commission for an award based upon the agreement and that the Land Commission did confirm the claimant—the present respondent—his heirs, executors, administrators and assigns, in the some rights and privileges in the lot called the Point, with the additional piece substituted for a portion of the original lot, called "The King's Wharf," as was granted in the | dent do not seem to appreciate the distinction between original conveyance and given in full in the award. his legal rights of defence in this case, and in the suit and subject at the same time to the same rules and conditions as are therein contained, the whole instru- case, their reasoning would apply, and they might ment being confirmed, in full, on application to the said Board. In a word, the respondent, in pursuance award, or a Royal Patent, but he has recognized the of the agreement already adverted to, entered into the complaintant's title under which the complainant by and heir of the original party to the agreement, and sion. The paramount title must be enforced, and even after some twenty-four years of uninterrupted posseshis rights confirmed under the agreement, and by mutual agreement, receiving the possession of a lot of land allotted to the complainant, as dower, in lieu of a portion of the King's wharf-the land referred to in the

When a vendee obtains and keeps possession of land under a contract of sale, which is not fulfilled, he will be e-topped from setting up a def-ct in the title, as a defence to an ejectment by the vendor, or on a suit for

uninterrupted possession, enjoyed without let or hin-

the purchase money. Jackson & Hotchkiss, 6 Cowan, 401; in Galloway vs. Turley, 12 Peters, 264; it was held that a vendee who has gone into possession, under the vendor, is virtually in the position of a tenant, and will not only be precluded from using the defects in the vender's title, to deprive him of the land without paying for it, but will be compelled to make any steps which he may have taken to complete the title, subservient to the purposes of the contract, instead of a means of defeating it. In Chettel & Pound, 1 Lo. Raymard, it was decided

that although the tenant may plead nil habuit in tenementis to an action of debt for rent, he must fail at the trial if the landlord shows any interest, although limited to an estate at will, or a bare possession.

It is regarded now as the settled dectrine in England and the United States, that a tenant can neither deny his landlord's title in ejectment, nor set up an outstanding or paramount title in himself or a third party.

Philar & Kelly, 25 Wend., 392; In Jackson & Harper, 5 Wend., 246. The tenant set up an outstanding title in a third person, holding directly by letters patent from the State, in an action of ejectment against him by his landlord, but the Court ruled that he was estopped from contesting the title under which he entered, as against his original landlord, or any other person who has acquired or succeeded to his title. He can no more show that the premises belonged to the State, than he can that this belonged to himself. In this case, letters patent from the State were produced, and a less- of the premises by the patentee to the defendant, still the Court ruled that he must first restore the possession which he obtained from his landlord, and then as plaintiff he may avail himself of any title which he has been or may be able to acquire. In this case

no paramount title has been set up. The estopple is not limited to the original parties to the lease, but extends to all who come in under the tenant, or take by descent, or purchase from the land-

5, ruled that in an action for use and occupation, it cased: Notice is hereby given to all persons whom it may concern, that Saturday, the 28th day of June inst., at 9 o'clock in the forenoon, is a day and hour appointed for hearing proof of land by license of another, to call upon him to show the ride and all objections that may be offered thereto, at the Lord Kenyon, in the case of Cook es. Laxley, 5 T. R. show the title under which he let the land; and the on-ly question is, whether in this case, as in that, the same

Court House in the town of Honolulu.

JNO. E. BARNARD, Clerk of Sup. Court.

Honolulu, June 16, 1862. ly question is, whether in this case, as in that, the same

principles apply. Here the respondent entered into possession of the premises by an agreement with Kalaimoku, from whom by inheritance, as the complainant alleges, the estate has descended to her son, and at his death, to his mother, and he now refuses to fulfill the terms of the contract under an idea that he may contest the plaintiff's title. It is a general rule that the tenant shall not dispute the landlord's title, and no exception to it has been shown as applicable to this case. Judge Wilde, in the case of George vs. Putney, 4 Cush., 354, says that so long as the lessee is not disturbed in his occupation, he is bound by the contract to pay the rent, whether the lessor's title be defective or

It is equally clear that if the lessee is disturbed in his possession by a party having a paramount title, he is not liable. Any act equivalent to an ouster, is a defense of payment.

As the party cannot contest the title under which he holds, neither can he the title of the heir. The bill alleges that Kulaimoku died in 1827, leaving as his sole heir his son Leleiohoku, who inherited the property described in the agreement, and was acknowledged to of Land Commission a claim based on the above recited | be the beir of Kalaimoku by the King, and was treated agreement, and the following record and award was and considered as the inheritor of the said property by

The full Court ruled in a demurrer to the bill before it was amended, that a party cannot controvert the title under which he holds an estate, and the same principle applies to the heir when the lessor dies during the term, unless deprived of possession derived from his lessor by a paramount title, or when he was induced to accept possession from his lessor by fraud or mistake. and from some other exeptional caus-s, none of which have been shown which are applicable to this case.

The Court said that the party is not permitted to question the title under which he holds by virtue of the contract. The rights of the parties by the bill, are in question, and not a title adverse to the complainant. time to the same rules and conditions as are therein | The Court feel it their duty to observe that these objections do not come with great force from a party who now confirmed by this Board, in full application to the has been in undisturbed possession for thirty-four years and especially when the contract was formally recognized on the respondent's application by the Land Commission as applicable to the "King's wharf," and when the complainant herself appropriated a portion of land allotted to her as dower to make up for a portion of the land taken for Government uses from the " King's wharf."

It is an admitted principle of equity pleading that if any part of a bill is good, that a general demurrer to the whole bill cannot be sustained The universal rule in Chancery is that the defendant may meet the plaintiff's bill by several modes of defense. He may demur, plead, answer, and disclaim; but if he demurs generally, when there is any equity in the bill or when he should have plead or answered any of the allegations, or should have disclaimed, the demurrer must be over-

It is a matter of history that when the Islands were conquered by Kameh meha I, he divided a portion of the lands among his warrior-chiefs, and they divided the lands entrasted to them to inferior chiefs, by whom they were sub-divided again and again; all these per sons were considered to have rights in the lands, or the productions of them; all persons possessing landed property paid a land tax to the King, which he assessed at pleasure, and also service, which was call d for at discretion. The superior always had the power at pleasure to dispossess his inferior, but it was not considered just and right to do it without cause, and dispossession did not often take place except on the decease of one of the landlords, when changes were often numerous, and the rights of heirs and tenants comparatively disregarded. It is very clear that heirs were recognized, and their rights continued until they in some mode were declared forfeit. The act of 1839 was designed to give additional protection to the persons of all the people, together with their lands, their building and equitable claim now attaches, is reposed in the Commission. It had reference to his private or feuda-This is the language used by the Board of Land Commissioners. So that when they made the cofirmation as set forth in the bill, there was a clear

rights of the parties under it. I will refrain from noticing in detail the very elaborate and ingenious argument of counsel for the respondent, for the principles of law which I regard as applicable to the case, render it unnecessary.

recognition of the validity of the agreement, and the

1st. The respondents cannot contest the title of Kalaimoku, as they are the parties to the agreement. 2d. Nor the title of his heir, who is alleged to be his son Leleiohoku; and that he was recognized by the of inheritance, liable to be modified or defeated, but King as the heir; and by the common law of that day

could inherit. 3d. Nor can he contest the title of John Pitt Kinau, who is alleged to have been the son, and only heir of as alleged in the bill, would be valid at that time, even | Leleiohoku; nor the title of the complainant, the mother, whom, it is alleged, to be his lawful heir, and

become entitled to his entire property. The respondent, by plea, may deny the truth of the allegations of the bill, viz. : That the several persons named in succession were the heirs, but admitting the

all-gations, the demurrer must be overruled. Even if the Government had rights in the land, and the Land Commission award was of no value, the respondent cannot avail himself of it as defence on his own contract, until an eviction takes place. The Government may think proper not to assert any claim. It would be repugnant to every principle of law from the earliest times, as well as every principle of justice, that the tenant should put forward his apprehensions as a defence of payment. The counsel for the responof a stranger against him for possession. In the latter possession of the land, and enjoyed the same for more his contract claims, and it is not competent for him to than thirty years, and recognized by his acts the son | deny it, as long as he continues in undisturbed posseswere this done, there is an equity in the bill for a cersion, appeals to the Board of Land Commission to have tain portion of the income, if not for all, and the complain nt has equity in her claim, arising from the lot she substituted in her own right, in lieu of a portion of the King's wharf taken by the Government. Whatever legal ground respondent may have to defeat the present original agreement-which is done by the Board in bill by plea, it is very certain that a general demurrer 1851, since which time he has continued in the same cannot be sustained. It is therefore overruled with

> Messrs. HARRIS and DAVIS for complainant. Messrs. Bates and Montgomeny for respondent.

List of Foreign Jurors

FOR the July Term of the Supreme Court, to be holden at the Court House, Honolulu, on Monday, the 7th day of July, A. D. 1862 Sam'l C Allen, W Fetters, H Prendergast, John O Dominis, Thomas Foster. Thomas Thrum, A S Cleghorn, Thomas T Dougherty. Alexander Campbe W H Dimond. J O Carter,

O G Clifford, John H Cole. J McColgan, D R Vida. J M Oat, F Kruger, F S Pratt, J P Hughes, J Ballman, George Emmes, Alex J Cartwright, R B Armstrong. 8 H Dowsett, J H Thompson, Henry Allen, Godfrey Rhodes, A G Grinbaum, Henry Cornwell. B F Ehlers,

JNO. E. BARNARD, Clerk Supreme Court, Valuable Real Estate FOR SALE!

The undersigned offers for Sale all that lot of Land, corner of Fort and Kukui streets, with Dwellings, Outhouses, &c. Dwellings, Outhouses, &c.

For further particulars, enquire on the premises.

DANIEL BURNS.

FOR SALE.

The Dwelling House and Premises, on Garden Street, presently occupied by the undersigned.
Besides the main building, which is built of adobies, there is a wooden cottage in the yard, nearly new, containing two
good bedrooms. The premises are well adapted for a Lodging
and Boarding House, having the Government Water laid on.
Apply to [8 3t] ELIZABETH HUMPHREYS.

NOTICE.

PROPER Application having been made to the Honorable G. M. Robertson, Associate Justice of the Supreme Court, by Mary S. Rice, for probate of the will upon the estate of William H. Rice, of Libue, island of Kausi, late de-

By Authority.

Water Rates for the City of Honolulu-[Established by the Interior Department this twentyfirst June, A. D. 1862.1

Section 1. For every private house, store, or divided store, where water is used for drinking and washing purposes, \$10 per annum. SEC. 2. For every private house or store where water

is used for domestic purposes only, viz.: For cooking, bathing, drinking and washing, at the rate of \$15 per SEC. 3. For every hotel or boarding house where water is used for domestic purposes only, \$25 per an-

Sec. 4. For every hotel or boarding house where water is used for irrigation as well or domestic purposes,

SEC. 5. For every store, or private house and lot, if not more than half an acre of land, where water is used for irrigation, as well as domestic purposes, \$25 per annum. [The hours for irrigation shall be from 6 to 9 A. M. and from 4 to 7 P. M.]

SEC. 6. For every store, or private house and lot, of more than half an acre, and not more than an acre, of land, where water is used for irrigation, as well as domestic purposes, \$35 per annum. [The hours for irrigation shall be from 6 to 9 A. M., and from 4 to 7

SEC. 7. For every mill and machine shop where water is used to supply a steam boiler-for each steam engine of four horse power, or less, \$20 per annum; and for every extra horse power, \$5. Water when used for manufacturing purposes, or otherwise, to be charged as per special agreement.

SEC. 8 For all lots, where there are several houses, and where more than one family resides, each house will be charged as provided in sections 1 and 2.

SEC. 9. The sum of \$10 will be charged for each fountain in addition to the rates above mentioned.

[Under the foregoing sections there shall be inserted into the lead pipe connecting with the main, three feet of pipe, or taps in the main pipe, of the following sizes : For sections I and 8, 1-4 inch pipe; section 2, 3-8th inch pipe; sections 3 and 5, 1-2 inch pipe; sections 4, 6 and 7, 8-4 inch pipe.]

The above rates payable semi-annually in advance. Sec 10. Water supplied to the shipping, under 300 barrels, 12} cents per barrel; over 300 barrels, 64 cents per barrel.

Any person found supplying his neighbors with water under the present rates, or found running water for irrigation purposes, after the hours above specified. will forfeit the unexpired term of his water privilege. In all cases of fire, those parties who have the right of irrigation or to a fountain privilege, are expected immediately to shut off their water, under the penalty of losing their privilege.

No one but the person appointed by the Superintend at shall be allowed to tap the main or branch

As no correct idea can be formed of the quantity of water consumed by those parties who take water from the Government pipes, these rates have been adopted for the time being, and will be altered as soon as water meters have been procured, when the consumers will be charged per gallon for the water used by them. All applications for water privileges to be made to the Superintendent of Water Works.

L. KAMEHAMEHA Minister of the Interior.

JOINT RESOLUTION.

BE IT RESOLVED By the King, the Nobles and Representatives of the Hawaiian Islands, in Legislative Council assem-bled: That the sum of six thousand dollars (\$6000) be and the same s hereby appropriated out of the public moneys for the purpose defraying the necessary expenses of the Legislature of A. D.

Approved this 17th day of May, A. D. 1862. KAMEHAMEHA KAAHUMANU.

AN ACT TO ADMIT PLATE AND PIG IRON DUTY FREE. BE IT ENACTED. By the King, the Nobles and Representatives of the Hawaiian Islands, in Legislative Council assembled : Section 1. From and after the publication of this Act, plate iron of one-eighth of an inch and upwards, and pig iron, shall be admitted duty free when imported into this Kingdom.

Approved this 17th day of June, A. D. 1862.

KAMEHAMEHA.

AN ACT TO AMEND THE LAW RELATING TO JURIES AND

TRIAL BY JURY. BE IT ENACTED, By the King, the Nobles and Representatives of the Hawaiian Islands, in Legislative Council assembled: SECTION 1. That section 1185 of the Civil Code be, and the same is hereby amended, by striking out the words "one hundred," and inserting in lieu thereof the word Fifty.

SECTION 2. That section 1/90 of the Civil Code be, and the same is hereby amended, by striking out the word "thirty-six," and inserting in lieu thereof the word Twenty-four. SECTION 3. That sections 1192, 1193, 1194 and 1195 of the Civil Code be, and the same are hereby repealed.

SECTION 4. That section 1197 of the Civil Code be, and the same is hereby amended, by striking out the word "naturalized." SECTION 5. This Act shall take effect from and after the date of its passage.
Approved this 17th day of June, A. D. 1862.

KAMEHAMEHA. KAAHUMANU.

AN ACT TO AMEND ARTICLE XLII OF THE CIVIL CODE .- OF THE GARNIBSEE PROCESS TO FACILITATE THE

COLLECTION OF DEBTS. BRIT ENACTED, By the King, the Nobles and Representatives of the Hawaiian Islands, in Legislative Council assembled: SECTION 1. That Article XLII of the Civil Code is hereby amended, by inserting after the words "to appear," in the 13th line of section 256, the word Personally.

SECTION 2. And the said Act is further amended by inserting

after section 957, the following sections, to wit: "Section 957a. Whensoever any person summoned as an attorney, factor, agent, trustee or debtor of any defendant, may be desirous of so doing, he may apply to the Magistrate or any Justice of the Court from whom or which the said summons may have issued, and the Magistrate or Justice have caused reasona-ble notice to be given to the plaintiff in the action, shall proceed to take the deposition of the person thus summoned, and make such order as may be proper in the premises, at any time previ-ous to the day appointed for hearing the cause, and the person so summoned as agent, factor, trustee or debtor of the party de-fendant, shall be taken to have obeyed the summons. "Section 957b. The foregoing section, 957d, shall be printed or written, conspicuously, on every summons, issuing out of any Court of this Kingdom, which may be intended to be served on any alleged attorney, agent, factor, trustee or debtor of a de

SECTION 8. This Act shall take effect from and after the date Approved this 17th day of June, A. D. 1862.

KAMEHAMEHA.

AN ACT

TO AMEND SECTION 1085 OF THE CIVIL CODE, TO EX-EMPT CERTAIN PROPERTY FROM LEVY UNDER EXE-CUTION.

BE IT ENACTED. By the King, the Nobles and Representatives of the Hawaiian Islands, in Legislative Council assembled Section 1. That section 1035 of the Civil Code be, and the same is hereby amended, by striking out the words "not to include kalo or any plant still growing or ungathered," in the third division, and inserting in the place thereof the words, "one hal acre of growing or ripe kalo, or any other plant specially raised for family consumption "
SECTION 2. This Act shall take effect and become law, from

and after the date of its publication. Approved this 17th day of June, A. D. 1862. КАМЕНАМЕНА.

AN ACT

TO AMEND "AN ACT TO PREVENT MARRIED PERSONS FROM DESERTING ONE ANOTHER," PASSED AUGUST BE IT ENACTED. By the King, the Nobles and Representatives of the Hawaiian Islands, in Legislrtive Council assembled: SECTION 1. That section first of the Act entitled "An Act to prevent married persons from deserting one another," passed on the 25th day of August, 1860 be and the same is hereby

amended, by inserting the words "or District" between the word "Police" and the word "Justice," in the second line of the said section.

SECTION 2. This Act shall take effect from and after the date Approved this 17th day of June, A. D. 1862. KAMEHAMEHA.

KAAHUMANU.

AN ACT TO ABOLISH THE PUNISHMENT OF WOMEN WHO BE-COME PREGNANT BY ILLICIT INTER OURSE. BR IT EXACTED, By the King, the Nobles and Representatives of the Hawaiian Islands, in Legislative Council assembled:

ishment of women who become pregnant by fornication or adul-tery," passed on the 19th day of June, A. D. 1852, be and the same is, hereby repealed.

SECTION 2. From and after the date of the publication of this Act in the Polynesian newspaper, no woman shall be charged with or convicted of the offense of adultery or fornication because she is found pregnant, or has given birth to a child.

SECTION 3. This Act shall take effect and become a law from and after the date of its publication in the Polynesian news-

Section 1. That the Act entitled "An Act abolishing the pun-

paper.
Approved this 17th day of June, A. D. 1862.
KAMEHAMEHA.

Phases of the Moon in July, 1862.

POLYNESIAN MARINE JOURNAL

PORT OF HONOLULU.

ARRIVED.

June 21—Haw sch Hannah, Antone, fm Hilo and Kohala, with 120 bbls molasses, 6 hogs, 3 bales pulu and a lot naty freight—I cabin and 18 deck passengers.

122—Haw sch Kamehameha IV, Morse, fm Hanalel, with 8 cds wood 26 bbls molasses, 57 kegs sugar, 43 mats do, 1 bergante 15 deck passengers.

l horse, etc. 12 deck passengers. 24—Haw sch Jeannette, Green, fm Maliko, E Mani, with 260 kegs sugar—7 deck passengers. Haw sch Kamolkeiki, Napela, fm Kahului, with 200 bush wheat, 7 kegs sugar, etc. 3 deck passengers. 25-Haw sch Nettie Merrill, Borres, fm Hilo, with 135 bales

pulu, 25 hides, 97 kegs sugar, etc., 22 deck passengers. Haw sch Warwick, Keoni, fm Molokai, with 2 bales fungus. 1 pkg butter, and lot of naty freight—5 dk pass. Haw sloop Kalaiolele fm Molokai. 27—Am sch Fanny, Turner, 170 tons, 17 days from S Fran-

cisco, with the mails, en route for Shanghae; anchor-Haw seh Kekauluohi, Henry, fm Kons, with 15 sks beans, 2 do coffee, 23 bags fungus, 82 hides, 215 goat skins, 1 bbl tailow, 2 pigs do, 1 bbl beef, 800 cocoa-nuts, 700 oranges, 2 pigs honey, 1 cow, 10 cds firewood, etc, 20 deck passengers.

Haw sch Kamotwahine Kuheana, fm Hanalel and Kalihiwai, with 13 cds wood, 5 tes molasses, 66 bbis do, 10 kegs do, 2 bbls tallow, 7 do beef, 31 hides, 1 horse,

etc, etc.

Danish elp bis Boreas. Nagel, 312 tons, 11 days fm San
Francisco, consigned to Messrs Melchers & Co, to
load with oil for Bremen.

Am sch Toando, Gardner, 166 tons, 32 days fm Port

Townsend, (28 days fm Cape Flattery) with assorted lumber to H Hackfeld & Co.

28—Haw stmr Kilauca, Berrill, fm Kona, Lahaina & intermediate ports, with 18 head of cattle, 1 horse, 20 sheep, 11 hogs. mediate ports, with 18 head of cathe, I horse, 20 sheep, 11 hogs, 64 hides, 117 bags potatoes, 32 sides leather, 8 doz skins, 2 pkgs tallow, 8 bags paddy, 1 do fungus, I case, 6 bags lime, 1 corn mill, 2 bskts fruit, 3 pkgs honey, 2 do leather, 2 bags coffee, 2 peach trees, 10 pkgs grapes, coin, \$468; and quantity natv prod.

SAILED.

June 28-Haw stmr Kilauea, Berrill, fr Lahaina, Kona, and in termediate ports.

Haw sch Halavs, Kalavskua, fr Lahaina and Hana, with 6 deck passengers. Haw sch Go Ahead, Pahukula, fr Hanalei.

Haw sch Hannah, Antone, fr Hilo, with 10 deck pass. Haw sch Kamoi, Shepherd, fr Lahaina and Kahului, with a general freight Haw slp Louika, Sam, fr Lahaina, Hana & other ports on Mani, with 8 deck passengers.

24—Haw sch Kamehameha IV, Morse, fr Hanalei.
Haw sch Emma Rooke, Wilbur, fr Lahaina and Hilo.
Haw sch Jeannette, Green, fr Maliko, E Mani.

Haw sch Kamoikeiki, Napela, fr Kahului and Maliko.
Haw sch Mary Ellen, Kuhelelo a, fr Kauai.
26—Haw sch Nettie Merrill Borres, fr Lahaina and Hilo.
Haw sch Warwick, Keoni, fr Molokai, with about 20 dk passengers. Haw sch Louisa, Bent, fr Palmyra Island.

MEMORANDA.

27-Am sch Fanny, Turner, fr Shanghae

The Toundo, Cadt, Gardner, had light winds the first 22 days then took the trades in lat 31 °, and had them fresh into port. Pleasant weather the whole passage. The Jenny Ford was to follow in a short time. Saw a barkentine resembling her going into Lahaina this morning (27th).

PASSENGERS.

From San Francisco-per Fanny, June 27-Sami Alexander, Miss Mary A Alexander, Miss Harriet Coan-3. From Port Townsend -per Toundo, June 27-Mr H Atkins, Mr R Atkins, Miss Harriet Atkins-3.

INTER-ISLAND. For Windward Ports-per Kilauea, June 23-Prof W D Alexander, wife and child, Miss Ellen Armstrong, Dr John Rae, G E Bockwith, J S Walker, Wm F Jourdan, T Metcalf, A B Lyons, R H Stanley, M M Gower, Wm Bailey, Master John Waterhouse, For Lahaina-per Kamoi, June 23-Jas Louzada, Achong,

For Windward Ports-per Emma Rooke, June 25-Mrs Prof Mills, Miss Bixby, Miss Sarah Dimond, Miss Julia Dimond, about 40 on deck. From Lahaina, will take a large number of native Catholics (probably 200) to witness the dedication of a new TAILED PIG! For windward Ports-per Nettie Merrill, June 26 - Mrs Thos Spencer and son, Mr Gulick and wife about 50 on deck.

From Kauai-per Kamoiwahine, June 27-Mr Greenwell, 30

From Kona and Lahaina - per Kilduea. June 28-W Jourdan, W Johnson, Sherman Peck, T Metcalf, J S Walker, Judge W Ap Jones, J T Waterhouse, jr, S Savidge, Capt F Molteno & GERMAN ALE:

A Superior article! IN QUARTS. MELCHERS & CO.'s. For sale at

Black and Blue Broadcloth OF EXTRA FINE QUALITY!

MELCHERS & CO.'s

Whaling Craft and Gear! COOPERS' TOOLS, Tarred and Manila Cordage,

HUNTING POWDER, IN 11b TINS! At MELCHERS & CO.'s.



Next door to the Postoffice, up stairs.

THE undersigned having purchased the above mentioned business from Mr. J. W. King, is now prepared take Portraits in the best manner and latest styles; also, Views of Dwellings, &c. Tr Constantly on hand, and receiving by every Packet from San Francisco, a full supply of Plain and Fancy Frames, Cases,

NATIONAL HOTEL.



59 3m

THE UNDERSIGNED HAVING

First Class House! The House has been put in thorough repair. The Rooms and

Reds will be kept always clean and airy, and made as comfortable as careful attention can make them ON THE TABLE will always be found the BEST the Market affords. The Proprietor is determined to extend such accommodations to those who will patronise him, as cannot fail to give the utmost

A. THOMPSON, Proprietor. N. B .- LADIES may depend upon Mrs. THOMPSON Sar-

Boot and Shoe Manufactory! THE UNDERSIGNED WOULD

MANUFACTURE BOOTS & SHOES Of every description to order, in a thorough, workmanlike man-ner. Having just received, and made arrangements for a con-stant supply of the best French Calf skins, and every other de-scription of material necessary for manufacturing the best arti-cle, he feels confident that he can give good satisfaction to all cie, he feels confident man he who may favor him with a call.

GEORGE CLARK,

Hotel street, Northwest of Nauanu. TAKE NOTICE! THE undersigned hereby gives notice that he

intends to leave the Kingdom, and all persons indebted to im are requested to pay up forthwith, or their accounts will be placed in the hands of an Attorney, and all persons holding claims against him will present the same for payment.

8 3m

F. W. LOBE.

Flour! Flour! Flour! SUPERFINE FLOUR, Fine do., Graham do., Corn Meal. For sale by [18] 8. SAVIDGE. Auctions.

BY J. H. COLE.

CENERAL SALE! ON WEDNESDAY, JULY 2d,

AT 10 O'CLOCK, A. M., General Merchandise

SUNDRIES!



RACES!



A T A MEETING OF RESIDENTS IN HONO-lulu, held at the Commercial Hotel, May 39th, 1562, the following Programme for the celebration of the FOURTH OF JULY was adopted:

PROCRAMME OF RACES TO BE RUN ON WAIKIKI PLAINS, JULY 4th, 1862.

FREE FOR ALL HORSES.

Horses to Stant for First RACE at 11 O'CLOCK A. M.

 RACE---Purse \$70. To be run in Heats-Catch Weights, Winning horse takes the purse-second horse saving his stakes.

RACE---Purse \$55. Single Dash-Catch Weights.

Winning horse takes the purse-second horse saving his stakes.

3. RACE---Purse \$45. Single Dash-Catch Weights Winning horse takes the purse-second horse saving his stakes,

4. HURDLE RACE... Entrance \$2. Catch Weights-Purse to be given to the winning Horse amount determined at the start.

5. DONKEY RACE ... Purse \$5.

Each man to ride his neighbor's Donkey, the last Donkey in taking the Purse. After which, a chance to 6. CLIMB THE GREASY POLE.

For a Prize of \$5. To be followed by

TAILED PIG! The Pig the Prize for catching and helding. To close with

8. SACK AND WHEELBARROW RACES. Entries to be made, and Purses made known Ten Day previous to the 4th of July. All entries made with the Clerk of the Course, J. I. Dowsett, Esq., and all subscriptions paid to

J. H. Brown, Esq., and F. S. Pratt, Esq. Judges of the Races. WM. DUNCAN, DANIEL VIDA. C. L. RICHARDS.

Clerk of the Course. J. I. DOWSETT. By order of Committee of Arrangements. F. S. PRATT, Sec'y of the Meeting.

NOTICE .-- All persons are requested not to ride over the Race Course on the Plains of Kula Kahua, after MONDAY NIGHT. By order of JUST RECEIVED!

Per bk. Yankee

100 SACKS OATS; Oyster Crackers,

Jenny Lind Cakes, ground Sage, California Mustard.

Boxes white Vermicelli, " Maccaroni, Cases Oregon smoked Hams, Cattles Curious Breakfast Tea.

INDEX OF ALL THE CLAIMS AWARDED BY THE

LAND COMMISSION IN OABU, MAUI, HAWAII, MOLOKAI and KAUAI to be had at the Office of the Interior Department.

Price \$2 50. BAGS, BAGS, BAGS. THE Undersigned will give a fair price for good

Empty Bags. S. SAVIDGE, Fort-street.

Notice to Sugar Planters! THE UNDERSIGNED, AGENT FOR D. M. 1 WESTON, having lately received plans and specifica-

SUGAR MACHINERY, well adapted to the wants of Planters on the Islands, would well adapted to the wants of Fianters on the Islands, would respectfully call the attention of all in want of new Machinery, to the same, as he is confident that he can supply all demands, and at prices which will place Sugar Works within reach of all. All Machinery and articles ordered through him, will be guaranteed and warranted of the very best quality, and having arrangements to telegraph orders from San Francisco Eastward, they will be filled in the shortest possible time, under Mr. Weston's over supervision. There are present made case. own supervision. Terms of payment made easy.

5 tf
L BARTLETT.

Notice.

THE Undersigned hereby gives notice that he is disposing of all his property, selling out, houses, lands, &c., preparatory to leaving this Kingdom, and therefore enjoins upon all persons having claims against him to present them for payment, and all those indebted to him to call and settle their accounts immediately.

73:

MARTIN BECK.

California I reserved Salmon. IN 2 and 5 Pound Tins. Half Bbls. California corned beef. For sale by [18] 8. SAVIDGE.

CHICKEN FEED! DAMAGED WHEAT. For sale by S. SAVIDGE.

WHALE OIL OF SUPERIOR QUALITY. In quantities to suit.
[2 tf] H. HACKFELD & CO. BEST LIVERPOOL YELLOW AND WHITE For sale by

For sale by H. HACKFELD & CO. CHINA MATTING, 4-4, 5-4, 6-4-White and For sale by
R. HACKPELD & CO.

Shipping.

For VICTORIA, V. I.

THAMES!

Now nearly due, from London, will, after discharging part of her cargo here, have immediate dispatch for the above port. For freight and passage apply to ED. HOFFSCHLAEGER & STAPENHORST.

Wilcox, Richards & Co., Ship Chandlers & Commission Merchants. Dealers in General Merchandise.

Keep constantly on hand a full assortment of Merchandise, for the supply of Whalers and Merchant vessels. AGENTS FOR THE

Bark "COMET," Capt. Jas. Smith. "SPEEDWELL," Capt. John Paty:

One of the above vessels will be dispatched regularly every Freight and Passengers taken at the lowest rates. All the above vessels have superior accommodations for Pas-engers, for whom every comfort will be afforded.

Through Bills Lading will be given at Honolulu, for mer-chandise to New York or floston, the freight being reshipped at San Francisco, on board first class clippers, without extra ex-

WELLS, FARGO & Co.'s

Honolulu and San Francisco, For the speedy and safe conveyance of Merchandise, Coin

The Agents at Honoluly sell Bills of Exchange in sums to sui' on Wells, Fargo & Co., San Francisco or New York Also Wells, Fargo & Co.'s franked U. S. Government envel opes which pass free over the California and coast routes, and over the Atlantic route from Sau Francisco to New York

J. P. HUGHES!

English and American Saddles. Ladies' Saddles, Ranger and California Saddles, Double and Single Harness, Dray, Cart and Plow Harness,

and a large assortment of Saddlery Hardware!

Grass, Pulu, Hair and Spring Mattrasses made to order. rass Mattrasses on hand at all times.

Carriage Trimming and Upholstering done in the very Repairing done with neatness and dispatch, warranted Orders of all kinds in my line strictly attended to. 49 3m

Tallow Old Copper and Composition,

DURCHASED AT THE HIGHEST MARKET

Goat Skins,

C. BREWER & CO.

ALDRICH, WALKER & CO. SALMON!

hf. bbis., for family use. For sale by ALDRICH, WALKER & Co. Fresh Mountain Potatoes.

Just Received per "Yankee!" 40 CASKS BYASS BOTTLED ALE (in quarts) of superior quality, for sale by
H. HACKFELD & CO.

H. HACKFELD & CO.

SUPERIOR SALMON, PACKED this Fall, now landing ex Russ. Am. Co 's ship "Zaritza." For sale in quantities to suit, by
H. HACKFELD & CO

DN. BASS

ty;

Bass' bottled Ale, in quarts;

Superior Claret, in casks and cases;

Superior Holland Gin, in stone jars and bottles.

For sale by

H. HACKFELD & CO.

HDS. BASS' DRAUGHT ALE, of superior quali-

LARGE ASSORTMENT of best Russia Cor-Spunyarn, &c. For sale by HACKFELD & CO.

ISAAC MONTGOMERY.

WELL Cured Manienie Hay, from the Walkiki Hay Farm. For sale in bales by S. SAVIDGE.

NOTICE OF LIS PENDENS! LL persons are hereby cautioned against bargaining or negotiating with DANIEL MONTGOMERY for the estate known as the Punioa Salt Works, or purchasing any of the stock or furniture belonging to or now being on the said estate, or purchasing the household furniture being in the houses on said estate, as the said property is mine, and I have commenced a suit in the Supreme Court to recover the same it in the Supreme Court to recover the same. Any person bargaining with the said Daniel Montgomery, relative to

THE UNDERSIGNED, having purchased the interest of Messrs, H. Hackfeld & Co., in the DRY GOODS AND FANCY STORE on Fort Street, will continue the same business, at the same place, on his own account, from and after this date, where the best of articles, at moderate prices, will continue to be offered for sale. tinue to be offered for sale.

Wanted. 10,000 LBS. TAMARINDS,---The sub-arind. In the shell, or 5 cents without the shell.

Honolulu and San Francisco

Shippers can also procure at Boston or New York, through l'ills Lading, for freight shipped via San Francisco, of Mesars. Glidden & Williams, Boston, and Mesars. W. M. Coleman & Co., New York. Mesars. McRuer & Merrill, Agents for Regular Dis-

REGULAR PACKETS

Letters and valuable parcels, to all parts of the UNITED STATES, CANADA AND EUROPE Commissions and collections promptly attended to.
9-tt A. J. CARTWRIGHT, Agent.

HAS ON HAND A FINE AND LARGE AS-

Collars, Bridles, Martingales, Saddle Whips, Block and Bent Stirrups, Bits and Spurs, California Bits and Spurs, Brushes, Curry and Mane Combs,

All of which he will sell at very low rates.

AIDES

Hides,

GOAT SKINS. DURCHASED AT THE HIGHEST MARKET

Ex "Yankee." SUPERIOR Lot of Rogue River Salmon, in

RECEIVED per Steamer every week.

100,000 ENGLISH FIRE and ARCH rels Cement, warranted the best in the market.
For sale by

1050 Barrels

HAY, HAY, HAY!

Honofulu, May 1, 1862. NOTICE.

the said property, will do so at his own risk.

B. F. EHLERS. Honolulu, April 7, 1062.

"YANKEE," Capt. G. M. Claxton.